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BEFORE THE ARIZONA CORPORATION COMMISSION

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WILLIAM A. MUNDELL
Chairman
JIM IRVIN
Commissioner
MARC SPITZER
Commissioner

Arizona Corporation Commission

DOCKETED

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AZ CORP COMMISSION
DOCUMENT CONTROL

DOCKETED BY

TROY AND TRACY DENTON, et al.,

VS.

QWEST CORPORATION,
RESPONDENT.Docket No. T-01051B-02-0535
(Consolidated)**PROTECTIVE AGREEMENT**

The Arizona Corporation Commission Staff ("Staff") has requested access to certain documents, data, studies, and other materials, some of which Qwest Communications Corporation ("Qwest") alleges may be a trade secret or of a proprietary, confidential or legally protected nature ("Confidential Information").

In order to expedite the provision of information to Staff, Qwest, Staff, and any independent contracting consultants retained by Staff for this docket (cumulatively referred to herein as "the parties"), agree as follows:

§1. Designation of Confidential Information. For purposes of this Agreement, all documents, data, information, studies and all other written, printed, transcribed, audio-taped or video-taped materials furnished to Staff that Qwest claims to be a trade secret, or of a proprietary, confidential, or legally protected nature, shall be designated and referred to herein as

"Confidential Information". Access to and review of Confidential Information shall be strictly controlled by the terms of this Agreement.

All Confidential Information provided to Staff pursuant to this Agreement shall be so marked by Qwest with a designation indicating its alleged trade secret, proprietary, confidential or legally protected nature. Any Confidential Information disclosed verbally by Qwest shall be memorialized in writing by the Company within five (5) business days of its verbal disclosure, and the writing shall be marked by the Company with the appropriate designation. Any Confidential Information disclosed verbally by Qwest shall be safeguarded by Staff and its contracting consultants only during the five (5) business day period during which memorialization may be provided.

§2. Performance Under Agreement Does Not Result in Waiver or Disclosure.

Execution of this Agreement by the parties and performance of their obligations thereunder shall not result in waiver of any claim, issue or dispute concerning the trade secret, proprietary, confidential, or legally protected nature of the Confidential Information provided.

Neither shall the limited provision of Confidential Information by Qwest pursuant to this Agreement, nor the limited provision by Staff of Confidential Information pursuant to Section 5 of this Agreement constitute public disclosure of same.

§3. Access to Confidential Information. Prior to reviewing any Confidential Information, any Commission Staff members or independent contracting consultants shall first be required to read a copy of this Protective Agreement, and to certify by their signatures on Exhibit A of this Agreement, that they have reviewed the same and have consented to be bound by its terms. Exhibit A of this Agreement shall contain the signatory's full name, business address and employer, and the signatory's position with, or relationship to the Arizona

Corporation Commission ("Commission"). Upon their execution, any and all Exhibits shall be promptly provided to counsel for Qwest.

§4. Use of Confidential Information. All persons who are signatories to this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or for any purposes other than those necessary for the disposition of this docket including preparation for and the conduct of any administrative or legal proceeding. All persons entitled to review or afforded access to Confidential Information shall keep it secure as trade secret, proprietary, confidential, or legally protected information in accordance with the purposes and intent of this Agreement.

§5. Non-Signatories Entitled to Review. The information provided pursuant to this Protective Agreement may be disclosed to other members of the Staff and to the Commission by any Commission signatory to this Agreement only to the extent that disclosure is necessary to the disposition of this docket. Such disclosure may be made only if the non-signatory is provided with a copy of this Agreement and agrees to be bound by its terms.

§6. Disclosure of Information to the Public. The Confidential Information provided pursuant to this Agreement shall not be disclosed except as provided in Sections 3 and 5 herein, nor shall it be made a part of the public record in this docket, or in any other administrative or legal proceeding unless: (i) Staff files a motion presenting the specific grounds upon which it claims that the Confidential Information should be disclosed or made a part of the public record; and (ii) an assigned Hearing Officer or the Commission finds that the Confidential Information or a portion thereof should be made a part of the public record or otherwise disclosed.

In these circumstances, and upon the condition that the Hearing Officer or the Commission complies with Section 5 of this Agreement, Staff may provide to the Hearing

Officer or the Commission the Confidential Information referenced in the motion. The Confidential Information shall be both provided and kept under seal for the sole purpose of permitting, inspection by the Hearing Officer or the Commission prior to ruling on the motion.

Notwithstanding any determination by the Hearing Officer or the Commission that any Confidential Information provided pursuant to this Agreement should be made a part of the public record or otherwise disclosed, public disclosure shall not occur for a period of five (5) calendar days so that Qwest may seek judicial relief from the Hearing Officer's or the Commission's decision.

Upon expiration of the five (5) day period, the Commission shall release the information to the public unless Qwest has received a stay or determination from a court of competent jurisdiction that the records, data, information or study are proprietary and are not public records subject to disclosure under A.R.S. § 39-101 et seq.

Where the Commission, Hearing Officer or Staff determine that disclosure is not appropriate, in any judicial action against the Commission and/or Commissioners by the party seeking disclosure of the information, unless specifically named, Qwest as the real party in interest, shall Join in the action as a co-defendant. Qwest also agrees to indemnify and hold the Commission harmless from any assessment of expenses, attorneys fees or damages under A.R.S. § 39-121.02 or any other law, resulting from denial of access by the Commission to the information, data, records or study subsequently found to be nonconfidential.

In the event that the Commission becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Commission shall provide Qwest with prompt written notice of such requirement so that Qwest may seek an appropriate remedy and/or waive

compliance. Qwest agrees that upon receipt of such notice, Qwest will either undertake to oppose disclosure of the Confidential Information or waive compliance with this Agreement. In the event that disclosure of the Confidential Information is ordered, the Commission agrees to furnish only that portion of the Confidential Information which is legally required.

§7. No Preclusion of Evidentiary Objections. In the event that disclosure of Confidential Information occurs in accordance with Section 6 of this Agreement, the provision of such information by Qwest pursuant to this Agreement shall not limit the right of Qwest to object to its relevance or admissibility in proceedings before the Commission.

§8. Return of Confidential Information. Upon the final disposition of any administrative or legal proceeding arising in or from this docket, all Confidential Information, copies thereof, and notes made by signatories to this Agreement shall be returned to Qwest.

§9. No Admission of Privileged or Confidential Status. By participating in this Agreement, Staff and its contracting consultants are neither admitting nor agreeing with Qwest that any of the materials or communications designated as Confidential Information are, either in fact or as a matter of law, a trade secret or of a proprietary, confidential or legally protected nature.

§10. Breach of Agreement. Qwest, in any legal action or complaint it files in any court alleging breach of this Agreement shall, at the written request of the Commission, name the Arizona Corporation Commission as a Defendant therein.

§11. Substitution of Agreement. Qwest and Staff are in the process of negotiating a new form of Standard Protective Agreement. Once the parties have negotiated and agreed to a new Standard Protective Agreement, they will execute such an Agreement in this docket to replace this Agreement.

DATED this 18th day of September, 2002.

ARIZONA CORPORATION COMMISSION

By David Ronald for
Christopher Kempley, Chief Counsel
David M. Ronald
Attorneys, Legal Division
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FENNEMORE CRAIG, P.C.

By JB
Timothy Berg, Esq.
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Phoenix, Arizona 85012-2913

Attorneys for Qwest Communications Corporation

EXHIBIT "A"

I have read the foregoing Protective Agreement dated September ___, 2002, in Docket No. T-01051B-02-0535 and agree to be bound by the terms and conditions of such Agreement.

Name

Signature

Employer or Firm

Business Address

Position or relationship with the
Arizona Corporation Commission

Date

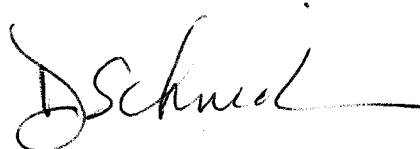
An original and 10 copies
of the foregoing was delivered this
18th day of September, 2002, to:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

COPY delivered this 18th day of September, 2002, to:

Christopher Kempley
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

David M. Ronald
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

A handwritten signature in black ink, appearing to read "D. Schmeel", with a long horizontal stroke extending to the right.

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